

# TOWN OF KNIGHTDALE Request for Proposal No. 560-17

**Uniform Services** 

The **TOWN OF KNIGHTDALE invites** Offers for *Uniform Services* to be received until 10:00 a.m.(eastern standard time using the Town Council Chamber Clocks) on July 15, 2015, at the Town of Knightdale, 950 Steeple Square Court, Knightdale, North Carolina 27545. Submission can be emailed, faxed or hand-delivered before the deadline stated above.

Proposal of	
(Hereinafter called "Offeror", organize	d and existing under the laws of the State of
doing	business as (insert "a corporation", "a partnership", or as "an
individual" as applicable)	to the TOWN OF KNIGHTDALE
(Hereinafter called "Town").	

Offeror hereby proposes to furnish all transportation, articles, laundry service (if applicable), and all means necessary to perform all work in connection with the *Uniform Services* in accordance with this Request for Proposal, and at the prices stated hereinafter.

The undersign has carefully examined the site of this work, and has informed him/herself fully in respect of the conditions of the place where the work is to be performed, and has examined the scope of work and any general or special condition relating thereto.

# **Awarding of Contract**

The contract will be awarded to the proposal offering the highest level of service and value to the Town including price and other factors. Town of Knightdale staff will evaluate individual submittals in context of the Respondent's overall capabilities, experience and the information provided in each response. Consideration will be given to only those quotes received from contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to similar uniform contracted projects of comparable magnitude and scope that are currently working on. All proposals shall include and will be evaluated on the following criteria, listed not necessarily in order of importance:

- Similar Accounts To The Specifications Of Work For The Town
- Full Purchase Pricing Option (5 Sets Per Person)
- Lease Option With Support (Articles Replaced or Repaired As Needed)5 Sets Per Person
- Complete Rental Option (11 Sets Per Person)
- Menu Pricing For All Mats And Towels Listed In Attachment A
- A Completed Vendor Application, W-9, and COI Will Be Provided To The Town

The Town also reserves the right to reject any and all offers and to waive informalities or technicalities as it may deem to be in its best interest.

## Negotiating with Offerers

The informal bidding statute allows negotiation with bidders when all bids exceed "the funds available for the project." In this case the Town may elect to negotiate with the lowest responsible offer or and make

reasonable changes in the scope and specifications as necessary to bring the contract price within the funds available.

Contact Brent Quick, 919-217-2214, with questions.

#### Attachment - A

Contractor provides, or has the ability to provide, shop towels, walk off mats, safety rugs, runners, standard and carpenter jeans, long sleeve and short sleeve shirts with buttons and collar, three button polos, Dri Fit moisture wicking (similar to Columbia PFG), ability to fit 3XL tall, ike jackets, and hats. The Contractor shall embroider all shirts and jackets with a copyrighted brand. The file will be supplied by the Town. All deliveries shall be completed between 8:00 a.m. – 4:00 p.m. (with some exceptions)

#### Attachment - B

This contract will be for three years beginning August 15, 2015 through June 30, 2018. No "Auto-Renew" clause will be accepted.

# PROPOSED SUBCONTRACTORS (if applicable):

Name:	-	
Address:		
Telephone Number:		
Type, extent, and dollar value of work to be performed:		

# **Non-Conclusion Agreement**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes

an offer to **THE TOWN OF KNIGHTDALE** in accordance with the documents, including this Request for Proposal. The undersigned individual certifies that he or she is authorized to sign this offer.

This the	day of	
(Date)	(Month)	(Year)
OFFICIAL LEGAL NAME OF BIDDER		
ADDRESS		
CITY	STATE	ZIP CODE
AUTHORIZED SIGNATURE		
PRINT NAME	TITLE	
()	()	
TELEPHONE NUMBER	FAX NUMBER	

WEB SITE ADDRESS & EMAIL ADDRESS					
FEDER	AL I.D. NUMBER				
		SPECIAL CONDITIONS			
1.	accurate, complete and up to	Uniform Services of comparable work performed. date information. Give three (3) references of firm ces within the past three years	•		
	Company Name				
	Address				
		Phone Number			
	Contact Person	Fax Number			
	Contract Period				
	Company Name				
	Address				
		Phono Number			
	Contact Person	Fax Number			
Contra	ict Period				

#### **Terms and Conditions**

#### 1. Suspension of Work

a. The Town may notify the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Town may determine to be appropriate for the convenience of the **Town of Knightdale**, or for noncompliance with the contract requirements.

#### 2. Insurance

a. The contractor to whom the award is made shall maintain insurance not less than the following:

Overage

Minimum Limits

<u>Coverage</u>	<u>Winimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 500,000
General Liability Automobile Liability	\$1,000,000 per occurrence (\$2,000,000 aggregate) \$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)

b. The TOWN OF KNIGHTDALE must be named additional insured and <u>an original of the</u> endorsement to affect the coverage must be attached to the certificate if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement.

## c. Worker's Compensation Insurance,

- O Covering Statutory benefits;
- Covering employees; covering owners partners; officers, and relatives (who work on this contract)
- o Employers' liability, any limit.

## d. Insurance shall be provided by:

- o Companies authorized to do business in the State of North Carolina
- o Companies with Best rating of A or better.

# e. <u>Insurance shall be evidenced by a certificate:</u>

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be address to

TOWN OF KNIGHTDALE

Attention: PURCHASING AGENT

#### 950 Steeple Square Court

Knightdale, NC 27545

- f. Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the Town before the Contractor can begin any work under this contract.
- g. PLEASE SHOW THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO PROVIDE YOUR COMPANY WITH A PRICE FOR THIS COVERAGE. NO EXCEPTIONS TO CHANGE THE COVERAGE WILL BE ALLOWED.
- h. Prior to execution of a contract the successful bidder will be required to provide a copy of its current Certificate of Insurance.

## 3. Force Majeure

- a. The Company shall not be excused from performance under this Agreement by virtue of force majeure events. The Company shall take sufficient to ensure that force majeure event (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, etc.) do not result in any failure or delay in the performance of the Company's obligations pursuant to these Agreements. Failure to comply with this provision will constitute a default under these Agreements, and grounds for immediate termination.
- b. Under the occurrence of a Force Majeure Event, the Contractor shall immediately notify the Town of Knightdale Public Works Department by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Majeure Event prevents the contractor from performing its obligations for more than two (2) days, the Town shall have the right to terminate these Agreements by written notice to the contractor.
- c. Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the contractor from the performance of its obligations under these Agreements.

## 4. EEO Provisions

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.
- b. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment with regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- c. The Contractor shall send a copy of EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- d. In the event of the Contractor's noncompliance with these EEO provisions, the Town may cancel, terminate, or suspend this contract, in whole or in part, and the Town may declare the Contractor ineligible for further Town contracts.
- e. Unless exempted by the Town Council of the TOWN OF KNIGHTDALE, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

### 5. Non-Discrimination Provision

a. "The TOWN OF KNIGHTDALE opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force as subcontractors and vendors under Town contracts."

## 6. Payment

a. The contractor is to forward a monthly statement for services performed, due to the Knightdale Accounts Payable office by 25<sup>th</sup> of each month - payment will be made by the 15<sup>th</sup> of the following month, provided the completed work has been satisfactorily performed.

# 7. Work Inspection

a. The town will supply the contractor with a point of contact for issues that may arise and inspection of goods provided.

## 8. Materials, supplies, and equipment

Contractor shall furnish all requested items (or equivalent) necessary to perform all services outlined in this contract.

#### 9. **Project Conditions**

a. The Contractor shall provide the Town with an Account Manger to address any concerns.

#### 10. Uniforms

- a. Contractor staff shall be in uniform at all times during performance of this contract. Shirts shall be uniform in appearance.
  - o Shirts shall have business identification such as logo or business name.
  - o Pants shall be uniform in appearance both color and style.
  - o Tattered cut-offs for shirts or pants shall be unacceptable.
  - Hats shall be at the discretion of the contractor.
- b. Contractor shall provide visible business identification on contractor's vehicles.
- c. A professional image must be portrayed at all times.

## 11. Safety

The contractor during the performance of this contract shall:

- a. Be responsible for the provision of competency and safety during all aspects of fulfilling this contract
- b. Comply with applicable OSHA standards
- c. Not expose any Town of Knightdale employee, location visitor/user or the general public to any unnecessary unsafe condition
- d. Be responsible for providing all necessary safety and personal protective equipment and insuring it is used by their employees.
- e. Report all injuries sustained on township property by employees or general public to the General Services Superintendent or designee.
- f. Be responsible for the safe operation and associated maintenance of equipment.
- g. Notify the Towns Public Works Director (or designee) of any damages to Town's property or property of others who are visitors on Town property.
- h. The Town retains the right to stop contractor or the contractor's employees from working to the extent necessary to protect Town employees or the public's safety.

### 12. Additional Services:

a. Services or materials that are not listed in this contract shall be deemed additional services. Materials, additional cost, and scheduling will be negotiated between the contractor and the Town. Any modifications, corrections, or change orders by either party must be made in writing signed in the same manner as the original. The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved

amendment or change order.

### 13. **Damages**

- a. The contractor shall be responsible for any and all damages attributable to the contractor or their employees. This will include, but is not limited to, the improper performance of work by any employee or agent of the contractor for damages caused by that contractor or agent
- b. The contractor shall be responsible to report all contractor attributable damages to the Public Works Director (or designee) within one hour of the incident.
- c. The primary objective in handling contractor damages shall be the timely and competent repair of property to conditions as close to pre-existing conditions as possible. All repairs shall be approved by the Public Works Director (or designee) and performed without charge to the Town.
- d. The Town retains the right to correct unacceptable work performed by the contractor and to charge associated costs to the contractor. Time and materials will be billed at an average rate of pay for a Town employee and direct cost of materials.
- e. In cases where repair is not possible or pre-existing conditions cannot be reasonably attained, the Town retains the right to assess damages by appropriate methods and to charge the value of those damages back to the contractor.
- f. The contractor shall not be responsible for damages that are not attributable to the contractor such as vandalism or acts of God.

#### 14. Communications

- a. The contractor shall be responsible to designate an individual to be a company liaison to provide information to the Public Works office
- b. The contractor will provide both an office number and an emergency contact number.